

RESOLUTION NO. 3010

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT AMENDMENT WITH AKS ENGINEERING & FORESTRY, LLC FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE 2022 CURB RAMPS UPGRADE PROJECT (CAPITAL IMPROVEMENT PROJECT # 4014, 4118, AND 4717).

WHEREAS, the City has planned and budgeted for Capital Improvement Project Nos. 4014, 4118, and 4717, known as the 2022 Curb Ramps Upgrade project (the Project); and

WHEREAS, the City solicited Requests for Proposals for Engineering Services from qualified consultants to provide On-Call Services using the formal selection procedure that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, AKS Engineering and Forestry, LLC, was selected from the list of qualified On-Call engineering firms to deliver the Project, and was awarded a contract for design services in the amount of \$90,841.19 on February 3, 2022; and

WHEREAS, AKS Engineering and Forestry, LLC has performed the initial services to the satisfaction of the City; and

WHEREAS, the City now needs to incorporate additional engineering work to the Project, which requires additional design, bid support, and construction services from a qualified consultant; and

WHEREAS, the City desires to amend the Professional Services Agreement contract with AKS Engineering & Forestry, LLC to include the additional design and construction engineering services for the Project; and

WHEREAS, Oregon Administrative Rules (OAR 137-048-0200(1)(c) – “Continuation of Project with Intermediate Fee”) allows the City to utilize AKS Engineering & Forestry, LLC’s engineering services without undertaking a new procurement process; and

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules.

Section 2. The Professional Services Agreement complies with Oregon Public Contracting Rules for Continuation of Project with Intermediate Fee (OAR 137-048-0200(1)(c)).

Section 3. The City Council, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, the First Amendment to the Professional Services Agreement with AKS Engineering & Forestry, LLC for a not-to-exceed amount of \$123,841.19, which is substantially similar to **Exhibit A** attached hereto.

Section 4. In order to allow future minor contract amendments, if needed, to occur without having to come back to City Council, the authorized Professional Services Agreement contract total is hereby adjusted up to \$142,386.31, allowing for continued Contracting Agency approval of contract amendments that exceed this adjusted amount by fifteen percent (15%) in accordance with City Code requirements.

Section 5. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of November, 2022, and filed with the Wilsonville City Recorder this date.

DocuSigned by:
Julie Fitzgerald
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JULIE FITZGERALD, MAYOR

ATTEST:

DocuSigned by:
Kimberly Veliz
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes
Councilor Linville	Yes

EXHIBITS:

- A. First Amendment to 2022 Curb Ramps Upgrade Project Professional Services Agreement

EXHIBIT A

Contract No. 210701
CIP No. 4014, 4118, 4717

CITY OF WILSONVILLE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT TASK ORDER #002

On-Call Civil Engineering

This First Amendment to Professional Services Agreement Task Order #002 (“First Amendment”) is effective the ____ day of November 2022 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **AKS Engineering & Forestry, LLC**, a Washington limited liability company (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on June 22, 2021, relating to On-Call Civil Engineering and Related Services (“Project”); and

WHEREAS, the City entered into Task Order #002 (“Task Order”) with Consultant on February 3, 2022; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, the City and Consultant anticipate that additional time is needed to complete the Services stated in the Agreement and the Task Order, and the Additional Services described in this First Amendment; and

WHEREAS, Consultant represents that Consultant is qualified to perform the Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Additional Services To Be Provided

Consultant will perform the Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement and Task Order, except as modified herein.

Section 2. Time for Completion of Additional Services

The Additional Services provided by Consultant pursuant to this First Amendment shall be completed by no later than June 30, 2023.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed THIRTY-THREE THOUSAND DOLLARS (\$33,000), for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Total Task Order Not-to-Exceed Price, equals a total not-to-exceed amount of ONE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FORTY-ONE DOLLARS AND NINETEEN CENTS (\$123,841.19) for the performance of the Services and Additional Services (“Total Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as **Exhibit B**, and incorporated herein by reference.

Section 4. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this First Amendment.

The Consultant and the City hereby agree to all provisions of this First Amendment.

CONSULTANT:

CITY:

AKS ENGINEERING & FORESTRY, LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No.: _____

APPROVED AS TO FORM:

Ryan Adams, Assistant City Attorney
City of Wilsonville, Oregon

AKS Engineering & Forestry, LLC
CONTRACT AMENDMENT NO. 1

Date: 10/10/2022
 Client Name: City of Wilsonville
 Contact: Sarah Alton, PE

Project Name: **2022/23 ADA Ramp Upgrade Project**
 Project No: **8811-03**
 Effective Date:

The subject contract is herein amended to incorporate the following:

Services to be Performed:

Task 3 – Curb Ramp Design (\$15,500)

AKS will complete the following tasks:

- Evaluate and design stormwater improvements at the intersections of SW Rose Lane and Parkway Center Drive to meet City of Wilsonville standards. The design will be incorporated into the construction plan sheets.
- Provide recommendations for tree protection measures during construction by Certified Arborist, to be incorporated into the construction documents.
- Provide landscaping design for expanded planter box at the northwest corner of SW Wilsonville Road and SW Boones Ferry Road and for the tree planting at the island on SW Parkway Center Drive, to be incorporated into the construction documents.
- Prepare bid documents, including construction specifications, based on the sample bid documents provided by the City of Wilsonville.

Task 5 – Bid and Construction Phase Services (\$17,500)

AKS will provide the following construction phase services:

Provide construction surveying and staking services during construction as necessary to include:

- Surveying or layout work for establishing grades, inverts, elevations, curb returns, ada curb ramps, etc. Construction surveying will be billed at prevailing rate wages.
- Construction Inspection Services

Assumptions:

- Stormwater design will be based on as-built information. No additional topographic survey will be completed.
- Construction surveying will be billed at prevailing rate wages.
- City will provide construction administration.

Schedule: TBD

Compensation: Client agrees to pay AKS Engineering & Forestry, LLC for the above services on the basis of:

- A lump sum fee of Plus reimbursable expenses as set forth in the prime contract
- An hourly labor rate plus reimbursable expenses per the prime contract.
- An hourly labor rate per the attached charge rate schedule.

Contract Fee:

Original Fee:	\$	90,841.19
Previous Amendments:	\$	-
Fee Adjustment Per Amendment:	\$	33,000.00
Contract Value with Amendments:	\$	123,841.19

The general understandings applicable to the Contract and Contract Amendment are set forth in the Standard Contract Provisions and made a part hereof. The Standard Contract Provisions are: attached included with the Original contract dated MONTH XX, 20XX.

The completion date, contract price, and all other terms, covenants and conditions of the above referenced Contract, except as duly modified by this and previous amendments, if any, remain in full force and effect.

AKS Engineering & Forestry, LLC

By: 

Print Name: Jason Wuertz

Title: Project Manager

By: 

Print Name: John Christiansen

Title: Principal

EXHIBIT B



Project Budget Estimate
AMENDMENT NO. 1

AKS ENGINEERING & FORESTRY, LLC													
Principal In Charge	Project Manager	Engineering Designer	Engineering CAD Technician	Senior Certified Arborist	Landscape Architect	Project Surveyor	Surveyor	Survey CAD Technician	Survey Crew (Two Person - BOLI)	Construction Inspector	Clerical	Direct Costs	ESTIMATED TOTAL COST
\$185.00	\$170.00	\$125.00	\$110.00	\$175.00	\$153.00	\$156.00	\$125.00	\$110.00	\$254.00	\$125.00	\$71.00	1	
Project Tasks & Estimated Personnel Hours													
TASK 3: Curb Ramp Design (50%, 90%, Final)													
2	20	42	40	3	10							\$25	\$15,500
TASK 5: Construction Phase Services													
		4				5	8		20		1	\$69	\$7,500
	4	8								65	2	\$53	\$10,000
ESTIMATED PERSONNEL TASK HOURS SUBTOTAL													
2	24	54	40	3	10	5	8	0	20	65	3		
\$370	\$4,080	\$6,750	\$4,400	\$525	\$1,530	\$780	\$1,000	\$0	\$5,080	\$8,125	\$213		\$32,853
ESTIMATED REIMBURSABLE EXPENSES (AT COST)													
												\$147	\$147
CONTINGENCY SERVICES (if needed and authorized)													
													\$0
10% SUBCONSULTANT MARKUP													
													\$0
												TOTAL COST ESTIMATE	\$33,000